

DEPARTMENT'S COPY

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
CONTRACT FOR ENGINEERING AND RELATED SERVICES  
SUPPLEMENTAL AGREEMENT NO. 28  
TO  
STATE PROJECT NO. 700-18-0014  
HUEY P. LONG BRIDGE (MISSISSIPPI RIVER)  
ROUTE LA US 90  
JEFFERSON PARISH

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 31<sup>st</sup> day of October, 2008 by and between the Department of Transportation and Development, hereinafter referred to as "DOTD", and Modjeski and Masters, Inc., New Orleans, Louisiana, hereinafter referred to as "Consultant".

The DOTD and the Consultant entered into a Contract on November 18, 1986, Supplemental Agreements No. 1 through 27 and Extra Work Letters No. 1 through 5 thereto, to design and prepare preliminary and final construction plans, and to prepare special specifications and construction cost estimates for the rehabilitation and widening of the existing Huey P. Long Mississippi River Bridge on Route US 90 in Jefferson Parish, more specifically described in the said Contract, Supplemental Agreements and Extra Work Letters.

The DOTD has requested and the Consultant has agreed to perform the services as outlined in the scope of services for a compensation that is acceptable to the DOTD.

THEREFORE, it is hereby agreed between the parties hereto that the Contract of November 18, 1986, as modified by Supplemental Agreements No. 1 through 27 and Extra Work Letters No. 1 through 5 be further modified as follows:

SCOPE OF SERVICES

The services to be performed by the Consultant as set forth in the original Contract, Supplemental Agreements No. 1 through 27 and Extra Work Letters No. 1 through 5 are hereby augmented to perform design services during construction for the Main Bridge/Westbank and Eastbank Approaches Contract, more specifically described as follows:

November 1, 2008 through the duration of the construction period.

- Meetings and Coordination – Attend partnering meetings, LTM meetings, and other meetings as required.
- Shop Drawing Checking and Construction Procedure Reviews – Review and check contractor prepared shop drawings and review contractor's construction procedures.
- Design RFI's – Review contractor requests for information and requested changes in design details to accommodate contractor's particular plant and methods.

LTM01315

EXHIBIT H

BOBBY JINDAL  
GOVERNORSTATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENTP.O. Box 94245  
Baton Rouge, Louisiana 70804-9245  
www.dotd.la.gov  
(225) 379-1989WILLIAM D. ANKNER, Ph.D.  
SECRETARY

October 31, 2008

Mr. Don Sorgenfrei, President  
Modjeski & Masters, Inc.  
1055 St. Charles Avenue, Suite 400  
New Orleans, LA 70130

Notice To Proceed: November 1, 2008

RE: "TIMED" PROJECT  
Supplemental Agreement No. 28  
State Project No. 700-18-0014  
Huey P. Long Bridge (Mississippi River)  
Route LA-US 90  
Jefferson Parish

Dear Mr. Sorgenfrei:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and your firm dated October 31, 2008. The contract time will run from November 1, 2008 through the duration of the construction period, estimated to be 1,764 calendar days.

The compensation of \$7,386,627 is sub-divided as follows:

Consultant	Maximum Compensation	Compensation Type
Modjeski & Masters, Inc. (Prime)	\$5,898,382	Billable Rates
Eustis Engineering (Sub)	\$ 756,758	Billable Rates
KGC Environmental (Sub)	\$ 731,487	Billable Rates

If you have any questions or comments, please contact Karen Woodard at (225) 379-1953.

Sincerely,

For Dawn G. Picard, P.E.  
Consultant Contract Services Administrator  
DP: kw

Attachments

pc: Mr. Billy Grice  
Mr. Michael Stack (District 02)  
Ms. Diane Chastain  
Financial Services Section  
LTM Group  
Mr. Jim Gardner/Attn: Ms. Denise Hanby(LTM)AN EQUAL OPPORTUNITY EMPLOYER  
A DRUG-FREE WORKPLACE  
02-13-2010

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- Construction RFI's - Review contractor request for information and requested changes in details to deal with unforeseen circumstances and events.
- Plan Changes - Execute and process plan changes when needed.
- Field Advisory Services - On-Call site visits and advice relative to special operations.
- Final Report - Prepare a report on the substructure portion of construction of the widening of project.

#### NOTICE TO PROCEED AND CONTRACT TIME

The Consultant shall proceed with the services specified herein after the execution of this Supplemental Agreement and upon written Notice to Proceed (NTP) from the DOTD and shall be completed with 1,764 calendar days, which includes review time. The delivery schedule for all project deliverables will be established by the Project Manager.

#### COMPENSATION

The DOTD shall pay and the Consultant agrees to accept, as full compensation for the additional services to be performed under this Supplemental Agreement, a maximum compensation of \$7,386,627, based on billable rates for the actual work performed and the direct expenses incurred by the Consultant, subdivided as follows:

Modjeski and Masters (Prime)	\$5,898,382
Eustis Engineering (Sub)	\$ 756,758
KGC Environmental (Sub)	\$ 731,487

The following billable rates are hereby established:

Modjeski and Masters	Rate	KGC	Rate
Principal	\$221	Principal	\$90
Supervisor Engineer	\$141	Sr. Tech	\$46
Sr. Tech	\$113	Sr. Tech Overtime	\$69
Engineer	\$ 97		
Pre-Professional	\$ 71		
Cadd Technician	\$ 69		
Clerical	\$ 52		

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Eustis Engineering	Office Rate	Field Rate
Principal	\$176	\$154
Supervisor Engineer	\$112	\$ 98
Sr. Technician		\$ 95
Engineer	\$ 98	\$ 86
Pre-Professional	\$ 62	\$ 54
Cadd Drafter	\$ 42	
Geologist	\$ 41	
Clerical	\$ 34	

**Eustis Engineering Miscellaneous Rates**

CPT	\$12 Foot
CSL Equipment	\$395 day
PDA Equipment	\$750 day

The maximum compensation limitation payable to the Consultant under this Contract is hereby increased from \$19,435,456 to \$26,822,083, which includes compensation under Supplemental Agreements No. 1 through 28, and Extra Work Letters No. 1 through 5.

**PAYMENT FOR BILLABLE RATES**

Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant shall be made monthly based on a standard certified correct and itemized invoice showing the line item costs incurred. Any labor charges for other approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after Project completion, or at the request of the Project Manager, to reflect the actual work performed and the direct expenses incurred by the Consultant during the course of this Contract, and as determined by the DOTD's Audit Section following the post audit of this Contract. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations System (FARS), as modified by DOTD's audit guidelines regarding reasonable Consultant compensation and state travel regulations in effect on the date of the audit, which are incorporated herein by reference as if copied in extenso, and available for inspection or copying in the office of the DOTD's Audit Director.

The invoice shall be directly related to the monthly progress schedule, if applicable. The DOTD shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent.

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Payments shall also be made monthly for direct expenses chargeable and identifiable to this specific Contract; provided such charges are substantiated by documentation subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate bookkeeping has not been maintained. It is understood that the firm's entire books must segregate these items out of general overhead costs.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable, including the direct expenses. The invoice shall reflect a five percent deduction on the total sum, exclusive of direct expenses, as an amount to be retained by the DOTD until satisfactory completion of the work required or upon written authorization of the DOTD's Consultant Contract Services Administrator for the release of the retainage. As the Contract is completed and accepted by the DOTD, the retainage shall be released. The invoice shall also show the total of previous payments-on-account to this Contract and the amount due and payable as of the date of the current invoice.

A principal member of the Prime Consulting Firm to whom the contract is issued must sign, date, and certify the invoice for correctness. The original and three copies of each invoice shall be submitted to the Project Manager.

Upon receipt of each invoice, the DOTD shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, the DOTD shall pay the amount shown to be due and payable within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

#### ORIGINAL CONTRACT

All requirements of the Contract of November 18, 1986, Supplemental Agreements No. 1 through 27, and Extra Work Letters No. 1 through 5, thereto, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

State Project No. 700-18-0004

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Modjeski and Masters, Inc.

Angela M. Day  
Witness for First Party

BY: Donald F. Sorgenfrei

Anne C. Debert  
Witness for First Party

Donald F. Sorgenfrei

Typed or Printed Name

TITLE: Sr. Vice President

23-2638914

Federal Identification Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

Cassandra D. Day  
Witness for Second Party

BY: William L. Ankner  
Secretary

Mary M. Day  
Witness for Second Party

RECOMMENDED FOR  
APPROVAL BY: Richard Z. Lamm  
Division Head